

March 11, 2011

VIA ELECTRONIC FILING

Jocelyn Boyd, Chief Clerk of the Commission
Public Service Commission of South Carolina
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Columbia, South Carolina 29211

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**Re: Duke Energy Carolinas, LLC
Plug in Electric Vehicle Charging Station Pilot Program**

Dear Jocelyn:

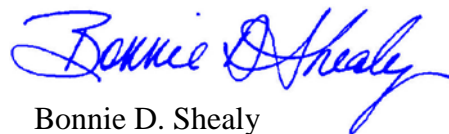
Enclosed for filing is Duke Energy Carolinas, LLC's ("Duke Energy Carolinas") proposed service agreement and Plug In Electric Vehicle Charging Station Program tariff (Attachments 1 and 2 respectively) created to understand how charging plug in electric vehicles (PEVs) will impact the Company's service territory in South Carolina and North Carolina.

Duke Energy Carolinas respectfully requests Commission approval of the tariff and service agreement at the Commission's earliest convenience. Upon approval of the service agreement and tariff by the Commission, Duke Energy Carolinas will make the program available to South Carolina customers.

If you have any questions regarding this matter, please call me.

Very truly yours,

ROBINSON, MCFADDEN & MOORE, P.C.


Bonnie D. Shealy

/bds
Enclosures

cc/enc: Dan F. Arnett, ORS Chief of Staff (via email & U.S. Mail)
Shannon Hudson, Esquire (via email)
Nanette S. Edwards, Esquire (via email)
Timika Shafeek-Horton, Deputy General Counsel (via email)
Kendrick Fentress, Associate General Counsel (via email)

ATTACHMENT 1

**Duke Energy Carolinas, LLC
Proposed Plug in Electric Vehicle Charging Station
Pilot Program Agreement**

PLUG IN ELECTRIC VEHICLE CHARGING STATION PILOT PROGRAM AGREEMENT

Customer (Account) Name _____

Service Address _____

Account Number _____

THIS AGREEMENT (the "Agreement") when signed by the Customer and an authorized representative of Duke Energy Carolinas, LLC ("Duke Energy Carolinas" or the "Company") shall be a contract under which Duke Energy Carolinas agrees to provide service to the Customer in accordance with the terms and conditions of its Plug in Electric Vehicle Charging Station Pilot Program ("Program") and Duke Energy Carolinas Service Regulations as approved by the Public Service Commission of South Carolina ("Commission") and as the Program and the Service Regulations may be modified from time to time.

1. DUKE ENERGY CAROLINAS' OBLIGATIONS. Duke Energy Carolinas shall install the electric vehicle supply equipment ("EVSE") and associated wires, cables and equipment (collectively the "Equipment") in a mutually agreed upon location in an enclosed garage or other area approved by the Company on the Customer's Property ("Property") at Duke Energy Carolinas' expense not to exceed \$1000. During the Term of this Agreement, the Company shall maintain and repair the Equipment at the Company's expense. The Company shall repair the Equipment promptly following notification from Customer. The Company shall have the right to repair, modify or replace the Equipment at any time during the Term of this Agreement.

2. CUSTOMER'S OBLIGATIONS.

a. Customer shall grant to the Company such access to the Property throughout the Term of this Agreement as may be deemed necessary or desirable by the Company for the installation, maintenance, repair and/or replacement of all or any portion(s) of the Equipment. If the installation, maintenance, repairs and/or replacement of the Equipment requires any improvements to the Property, Customer shall be responsible for such improvements at Customer's expense. Customer also shall permit Duke Energy Carolinas to access and collect data from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. In the event the Equipment fails to operate or otherwise requires repairs, Customer shall notify the Company promptly by calling the designated EVSE repair telephone number provided by the Company.

b. The Company shall provide to Customer an IRS Form 1099 for any imputed income that may arise under this Agreement if the Internal Revenue Service deems installation and receipt of the Equipment a taxable event. In that event, Customer shall be responsible for and shall pay all income taxes related to the property provided under this Agreement. To the extent the Company is required to impute income to Customer with respect to this Agreement, such amount will be grossed-up to cover all applicable federal, state and local income and employment taxes for the Term at the highest marginal tax rate applicable. To the extent the installation of the Equipment generates any tax credits, such credits shall be the sole property of and shall inure to the benefit of the Company for the period for which it owns the property provided under this Agreement.

3. TERM AND TERMINATION. This Agreement shall be effective as of the date of execution by both Parties. The term shall commence on the date of installation of the Equipment and shall continue for a period of two (2) years (the "Term"), unless sooner terminated or extended as provided herein. After the end of the Term, the Customer shall have the option of continuing to participate in the program on a month to month basis until the end of the pilot, upon the condition that

previous notice. If the Customer requests termination of the Agreement before the end of the initial term, and remains a Customer at the same location, the Customer shall allow the Company to remove and take possession of the electric vehicle charging station, and the Customer shall pay to the Company the cost of removing the charging station and associated equipment. Such cost shall not exceed \$600.

4. TITLE TO EQUIPMENT AND DATA.

a. At all times during the Term of this Agreement, title to the Equipment shall remain with the Company. Upon the expiration of this Agreement, the Equipment may transfer to Customer at current value. The Company agrees to sell the Equipment to Customer at a cost of \$250 and shall make no representations or warranties, either express or implied, relating to the Equipment, whether installed or uninstalled. If the Customer purchases the Equipment from the Company, Customer shall be responsible for and shall pay any taxes related to the transfer of title to the Equipment from Duke Energy to Customer.

b. In the event Customer desires that the Company remove the Equipment upon the expiration of this Agreement, Customer shall notify the Company of such request, and the Company shall remove the Equipment within sixty (60) days of such request. In the event the Customer desires removal of the Equipment prior to the expiration of this Agreement, Customer shall notify the Company of such request and the Company shall remove the Equipment within sixty (60) days of such request and payment by the Customer to the Company of \$600, as described in Paragraph 3a.

c. All rights, title and interest in the data and information collected from the Equipment shall vest in the Company. Accordingly, the Company shall have the right to use, copy, distribute, and create derivative works from such data and information as necessary or helpful to evaluate electric vehicles and electric vehicle support equipment and for the Company's business purposes.

5. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from bodily injury or property damage (except to the extent waived in Section 8 below) resulting from or arising out of the use of the Property by the Party, its servants or agents, except however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, its servants, or agents.

6. INSURANCE. The Parties hereby waive any and all claims and rights of action (by way of subrogation or otherwise) against the other (and against any insurance company insuring the other Party) which may hereafter arise on account of bodily injury or damage to the Equipment or to the Property, resulting from any fire, or other perils or claims of the kind covered by standard fire and homeowner's insurance policies with extended coverage (Causes of Loss – Special Form) regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. Customer agrees that the Company self insures against any loss or damage which could be covered by a commercial general public liability insurance policy and/or a property policy. **Customer shall give written notice of this mutual waiver to each insurance company which issues insurance policies to Customer with respect to the items covered by this waiver, and shall have Customer's insurance policies properly endorsed, if necessary, to prevent the invalidation of any of the coverage provided by such insurance policies by reason of such waiver.**

7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without reference to its conflict of laws principles.

8. LIMITATION OF LIABILITY. In no event shall either Party be liable for consequential, special, incidental, exemplary, punitive, or any indirect damages of any nature arising at any time, from any cause whatsoever.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

DUKE ENERGY CAROLINAS, LLC

By: _____
Print Name: _____
Title: _____

CUSTOMER:

By: _____
Print Name: _____

ATTACHMENT 2

**Duke Energy Carolinas, LLC
Proposed Plug in Electric Vehicle Charging Station
Pilot Program Proposed Tariff**

PLUG IN ELECTRIC VEHICLE CHARGING STATION PROGRAM (SC)
Pilot

PURPOSE

The purpose of this pilot is to evaluate the load characteristics and distribution system impacts of electric vehicle charging stations for a minimum of two years.

AVAILABILITY (South Carolina Only)

Available, only at the Company's option, on a voluntary basis for up to one hundred fifty (150) residential customers in owner-occupied residences and condominiums in the combined South Carolina and North Carolina service territory served on a Duke Energy Residential Rate Schedule. The Company reserves the right to determine participation based on location of electric vehicle dealerships, number of enrolled Plug-in Electric Vehicle (PEV) owners and lessees in a given area, and infrastructure considerations.

GENERAL PROVISIONS

Under this program, the Company will provide to participating customers an electric vehicle charging station allowing the ability to charge the customer's electric plug-in vehicle. The Company will also pay up to \$1000.00 of the cost of installing the charging station.

The charging station may be equipped with technology that allows the Company to control the time of day the vehicle can be charged; however, if the charging station is so equipped, the Customer will have the ability to override the Company's control of the charging equipment at any time.

To qualify for participation in this program:

- The Customer must either own or lease for a minimum of two years a Chevrolet Volt, Nissan Leaf Electric or Ford Focus Vehicle.
- The Customer's residence must have an enclosed garage or area approved by the Company for installation of a 240 volt electric vehicle charging station.
- The Customer must agree to the Company's collection of load data related to charging of the electric vehicle.
- The Customer must agree to complete periodic surveys about the experience and satisfaction with the program.
- The Customer must have a satisfactory payment record with the Company.

At the end of the pilot, the Customer will have the option of purchasing the charging station for \$250 or having the Company remove and take possession of the charging station at no cost to the Customer.

Any tax credits applicable to the purchase and installation of the electric vehicle charging station shall be retained by the Company.

CONTRACT PERIOD

Each Customer shall enter into an contract for this program for a minimum original term of two (2) years, and thereafter shall have the option of continuing to participate in the program on a month to month basis until the end of the pilot, upon the condition that either party can terminate the contract at the end of the original term by giving at least thirty (30) days previous notice. If the Customer requests termination of the agreement before the end of the initial term and remains a Customer at the same location, the Customer shall allow the Company to remove and take possession of the electric vehicle charging station, and the Customer shall pay the Company for the cost of removing the charging station and associated equipment. Such cost shall not exceed \$600.